

Pls. Do Not Publish

2.75

Wooden

to

Pennichuck
Water
Works.

HILLSBOROUGH COUNTY
REGISTRY OF DEEDS
Received at 3 m. 02 P.M.

NOV 12 1964

Recorded Vol. 1806 Page 109

~~Donald Corrigan~~

Chs. Pet
BOOTH, WADLEIGH, LANGDELL, STARR & PETERS
MANCHESTER, NEW HAMPSHIRE

1-55-14 MURAN 024188

Sullivan & Jagg

DEED

KNOW ALL MEN BY THESE PRESENTS THAT Andrew J. Woronka, of Manchester, in the County of Hillsborough and State of New Hampshire, for consideration paid grants to Pennichuck Water Works, a corporation duly organized under the laws of the State of New Hampshire, and having a principal place of business at Nashua, in said County of Hillsborough and State of New Hampshire, the following described property:

The concrete dam in the Souhegan River at Merrimack, New Hampshire, situated immediately westerly of U.S. Route 3, extending from bank to bank in said river and including the sluiceway and headgates situated at the westerly end of said dam, and the ground beneath all of the foregoing structures in the bed of said river, extending from the southwesterly line of the right of way of said U.S. Route 3 to a line five (5) feet beyond and westerly of the line of the footings of said dam, the bounding line extending from bank to bank in said river in a curve concentric with the curve of the upper face of said dam;

Together with a right of way for access to said dam and works, on foot or with vehicles or equipment of any description, over the following described parcel of land:

Beginning at a point in the southwesterly line of said U.S. Route 3 on the southerly side of the granite bridge crossing the Souhegan River in said Merrimack, at the southernmost granite post in the wing wall of the railing of said bridge, which railing is situated on the southwesterly or upstream side of said bridge; thence southeasterly by the southwesterly line of said highway twenty-five (25) feet to a point; thence westerly at right angles with the center line of the highway by other land of the grantor to a point on the southeasterly bank of the Souhegan River; thence northerly by said bank of the Souhegan River to said post at the point of beginning.

Together with all the riparian and water rights, flowage and water power rights, which the grantor presently owns in said Souhegan River;

Subject to the right of the grantor, his successors and assigns, to go upon said granted premises to maintain, repair and replace his inlet and supply pipe, and to receive from the pond at the aforesaid dam one million (1,000,000) gallons of water per day; provided however, that the grantee shall be under no obligation to see to it that the grantor actually receives one million (1,000,000) gallons of water per day, but so long as the natural flow of the river is in excess of one million (1,000,000) gallons per day the grantee will do nothing to reduce the natural flow available to the grantor below one million (1,000,000) gallons per day; and if at any time the natural flow of the river should be less than one million (1,000,000) gallons per day, then the grantee will not take any water from said river so long as such condition continues, without the express written consent of the grantor or his successors in interest.

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The grantee covenants and agrees with the grantor that it, the grantee, will maintain said dam and sluiceway for a period of twenty-five (25) years from November 1, 1964, taking all reasonable care for the preservation and maintenance thereof; but if said dam or sluiceway shall be destroyed or carried away by act of God or the public enemy, then the grantee shall be under no obligation by reason of the covenants herein to restore said dam or sluiceway to its or their former condition.

In the event of such destruction or carrying away of said dam or sluiceway, the water right herein reserved to the grantor shall nevertheless continue, so that the grantor may take from said river one million (1,000,000) gallons of water per day by his own efforts, at the same or another place, in the event that said dam or sluiceway is no longer in existence.

The said Andrew J. Woronka derives his title under deed from International Shoe Company to Andrew J. Woronka, dated May 12, 1953, and recorded in the Hillsborough County Registry of Deeds, Volume 1360, Page 243.

TO HAVE AND TO HOLD the same to the said grantee, its successors and assigns forever. And the grantor, for himself, his heirs, executors and administrators, covenants with the grantee, its successors and assigns, that at the time of the delivery hereof the premises are free and clear from all encumbrances made or suffered by the grantor, except as herein stated; and the grantor, and his heirs, executors and administrators, shall warrant and defend the same to the grantee, and its successors and assigns, forever against the lawful claims and demands of all persons claiming by, from or under the grantor, but against none other.

And the grantee, by the acceptance of this deed, agrees that the covenants and agreements herein expressed shall be binding upon and for the benefit of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

And I, Mary L. Woronka, wife of the grantor, release to said grantee all my right of dower and homestead and all other interests therein.

IN WITNESS WHEREOF Andrew J. Woronka and Mary L. Woronka have signed and sealed this deed the 9th day of November, 1964.

Witness:

William J. Starr, Jr.
to both

Andrew J. Woronka
Mary L. Woronka

THE STATE OF NEW HAMPSHIRE
Hillsborough, ss.

November 9, 1964

Personally appeared the above named Andrew J. Woronka and Mary L. Woronka and acknowledged the foregoing to be their voluntary act and deed.

Before me -

William J. Starr, Jr.
Justice of the Peace
Notary Public

